
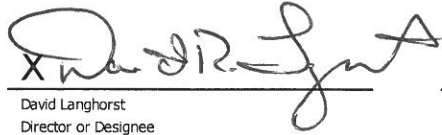



| | | | |
|---|-------------------------------------|--|--|
|  | Policy and Procedures Manual | Policy/Procedure Number: I-140 | Page Number: 1 of 4 |
| | | Title: Sponsorship | Created: 08-29-13 |
| | | Policy/Procedure Owner: Administration | Reviewed: 3-24-2015 Next Review Date: 3-24-2016 |

David Langhorst
Director or Designee

Evelyn Mason
Policy Owner

Approvals:

1. POLICY STATEMENT

The Idaho Department of Parks and Recreation (IDPR) may use sponsorships that further IDPR's mission by providing monetary or in-kind support for IDPR in a manner that respects the noncommercial nature of our parks and recreation programs. IDPR provides for sponsorship of State Park properties, facilities, events, activities, programs, and services in limited circumstances. A sponsorship agreement does not constitute an endorsement by IDPR of the sponsor, its organization, products or services. IDPR will neither seek nor accept sponsors that manufacture products or provide services or take positions that are inconsistent with local, state or federal law or with IDPR policies, positions or resolutions.

This policy sets the standards, guidelines and approval criteria for solicitation, consideration and acceptance of sponsorships. IDPR will not approve, or continue a sponsorship that will compromise or damage IDPR's reputation, mission, image, values or aesthetic interests.

2. DEFINITIONS

Sponsorship: The provision of financial support and/or the provision of goods and services in support of IDPR's mission-related activities for which the sponsor procures the right to display their branding, products, name or logo on IDPR property or materials.

Sponsorships are distinguished from gifts. These guidelines are not intended to apply to donation of goods, cash or property made to IDPR with no expectation of promoting the donor's branding, products, name or logo in association with such gift.

Sponsorship Agreement: A contract between IDPR and a sponsor for the purpose of funding; fees, products, and/or services. The contract includes the terms governing of the agreement between the parties. The process for developing a Sponsorship Agreement for a sponsor may be brief or lengthy, depending on the complexity of the activity to be sponsored and what the sponsor expects to obtain for its support.

NOTE: These sponsorship guidelines do not apply to the display of company names, products, or logos at facilities operated by concessionaires or within IDPR retail stores as part of the normal advertisement of the product for resale.

| | | |
|-----------------------------------|------------------------------|-------------------------------|
| Procedure Number: 1-140 | Title: Sponsorship | Page Number: 2 of 4 |
|-----------------------------------|------------------------------|-------------------------------|

3. PURPOSE

Generate financial and material support to enhance the operation of the IDPR through sponsorship. This policy document is intended to provide guidance for staff in selecting and accommodating sponsorships for properties, facilities, events, activities, programs, and services in limited circumstances.

4. SCOPE

This policy applies to all IDPR documents created under the authority of this policy and to all employees, seasonal staff, volunteers, contractors, etc., of the IDPR.

5. RESPONSIBILITY

The review and approval responsibilities for sponsorship agreements vary based on the duration of the commitment and the value of the sponsorship.

6. STANDARD PROCEDURES

6.1. Sponsorships of IDPR facilities or events may be recognized by undertaking the following actions:

- 6.1.1. Display the sponsor's name, logo, or products;
- 6.1.2. Display slogans that are an established part of the sponsor's identity;
- 6.1.3. Allow visual depictions or physical displays of the sponsor's products or services, if value neutral (i.e., do not contain qualitative or comparative descriptions of the sponsor's products, services, facilities or company);
- 6.1.4. Display brand names associated with sponsor.

6.2 Prohibited Sponsorship Arrangements:

- 6.2.1. Qualitative or comparative language;
- 6.2.2. Price information or indications of savings or value;
- 6.2.3. Endorsements by IDPR;
- 6.2.4. Inducements to buy (i.e., 10% off for event ticket holders); and
- 6.2.5. Exclusivity Arrangements: It is permissible to agree that a sponsor shall be the exclusive sponsor of an event or facility but IDPR will not accept payment in return for allowing only sponsor's products to be sold at the sponsored event or facility.

6.3 Sponsorship Approvals

6.3.1. Types

- 6.3.1.1 **Type A: One year or less in time and \$1,500 or less in value.** Sponsorship agreements that are less than one year in duration and less than \$1,500 in value may be approved by the program manager or park manager as applicable.
- 6.3.1.2 **Type B: One year or less in time and value is between \$1,501 and \$5,000.** Sponsorship agreements that are one year or less in duration where the value is between \$1,501 and \$5,000 may be approved by the Bureau Chief or Region Manager as applicable.
- 6.3.1.3 **Type C: One year or less in time and value exceeds \$5,000.** Sponsorship agreements that are one year or less in duration where the value exceeds \$5,000 may be approved by the Director with prior review and approval by the Operations Administrator and/or Management Services Administrator as applicable.
- 6.3.1.4 **Type D: Greater than one year in time.** If the sponsorship commitment is greater than one

| | | |
|-----------------------------------|------------------------------|-------------------------------|
| Procedure Number: 1-140 | Title: Sponsorship | Page Number: 3 of 4 |
|-----------------------------------|------------------------------|-------------------------------|

year, regardless of the value of the sponsorship, the sponsorship agreement may only be approved by the Park and Recreation Board with prior review and approval by the Director.

6.3.2 Criteria. In evaluating and approving sponsorships, the approving authority shall consider, but not be limited to, the following criteria:

- 6.3.2.1.** The compatibility of the sponsor's products, customers, and promotional goals with IDPR's core mission of promoting the health, happiness, recreational opportunities and wholesome enjoyment of life of the people of Idaho through development and wise use of areas of scenic beauty, recreational utility, historic, archaeological or scientific interest;
- 6.3.2.1.** The sponsor's past record of involvement in public recreation projects;
- 6.3.2.1.** The desirability of association with the sponsor, including the sponsor's public image and reputation;
- 6.3.2.1.** The timeliness and readiness of the sponsor to enter into agreement;
- 6.3.2.1.** The value in cash, or in-kind goods or services, of the proposal in relation to the scope of the sponsored event, program or facility;
- 6.3.2.1.** The compatibility of the proposed display with the visual integrity of the affected state park and the experience of park visitors; and
- 6.3.2.1.** The program, operation, or maintenance costs that may be incurred by IDPR in relation to the proposal.

6.4 Displays

The type, location, size, design, content and duration of any sponsorship display will be set forth in a sponsorship agreement, in accordance with the following broad guidelines:

- 6.4.1.** All sponsorship materials, including but not limited to banners, signs, brochures, cards, posters, newsletter, labels, and "walk-away" products such as t-shirts, water-bottles, flying discs, etc., are subject to review and approval as set forth in section 6.3 above;
- 6.4.2.** The roles of responsibilities of the sponsor and IDPR for care, maintenance and operation of sponsorship displays will be clearly defined; and
- 6.4.3.** Sponsorship displays may not state or imply in any manner that IDPR or the State of Idaho endorse or favor the sponsor or its products or services.

7. SPONSORSHIP AGREEMENTS

All sponsorships will be memorialized in a sponsorship agreement. Sponsorship agreements may be (1) self-initiated by the potential sponsor, or (2) solicited by IDPR.

7.1. If initiated by a potential sponsor, the procedure is:

- 7.1.1.** Submission of a sponsorship proposal;
- 7.1.2.** Meeting with assigned IDPR staff;
- 7.1.3.** Drafting of sponsorship agreement; and
- 7.1.4.** Approval as set forth in 6.3 above.

7.2. When practical and appropriate, IDPR staff is encouraged to promote sponsorship opportunities to multiple potential sponsors, in order maximize the potential return for IDPR.

8. REFERENCES

IDPR Sponsorship Form: [Sponsorship Agreement](#)

| | | |
|-----------------------------------|------------------------------|-------------------------------|
| Procedure Number: 1-140 | Title: Sponsorship | Page Number: 4 of 4 |
|-----------------------------------|------------------------------|-------------------------------|

IDPR Sponsorship Form: [Sponsorship Guidelines](#)

| |
|--|
| Revision History |
| Revision dates: 8/29/13, 12/22/14 |

– End of Document –



Idaho Department of Parks and Recreation

Sponsorship Agreement

This Sponsorship Agreement (Agreement) is made on the _____ day of _____, 201____, by and between the Idaho Department of Parks and Recreation (IDPR) and _____(the Sponsor), subject to the terms and conditions herein.

1. Term

1.1 The term of the Sponsorship shall be _____, with a beginning date of _____, and an ending date of _____.

2. Sponsored Activity

2.1 (Description of Sponsored Activity)

3. **Fees, Products, and Services to be Provided by the Sponsor.** In consideration of the grant of Sponsorship Rights provided herein, the Sponsor shall pay and/or provide the following to IDPR for the term of this Agreement:

3.1 (Description of Terms)

4. Sponsorship Rights.

4.1 (Description of Sponsorship Rights)

5. No Partnership or Endorsement

5.1 No Partnership. Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the parties.

5.2 No Endorsement. Nothing in the Agreement shall assert that IDPR endorses, approves, or prefers any products or services of (Sponsor Name), nor shall it assert that any relationship exists between IDPR and (Sponsor Name) other than that of Sponsor and Sponsee.

6. General Provisions

- 6.1 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if at any time: (a) the other party is in material breach of any warranty, term, condition, covenant or obligation under this Agreement and fails to cure that breach within twenty (20) days written notice thereof.
 - 6.1.1. IDPR may terminate this Agreement immediately if, in the sole judgment of IDPR, the actions of the Sponsor are such that IDPR's continued association with the Sponsor is detrimental to the interests of IDPR.
 - 6.1.2. In the event of termination the Sponsor shall not be required to pay any unpaid installments of the sponsorship fee, all products supplied to IDPR by the Sponsor shall be returned to the Sponsor, and all promotional items provided by IDPR to Sponsor shall be returned to IDPR. IDPR shall not be obligated to return to Sponsor any items purchased with the sponsorship fee.
- 6.2 Entire Agreement. This Agreement sets forth the entire agreement between the parties related to the subject matter of this Agreement and may not be modified without the written consent of both parties.
- 6.3 No Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 6.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.
- 6.5 No Personal Liability. (Sponsor Name) specifically understands and agrees that in no event shall any official, officer, employee or agent of IDPR or the State of Idaho be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.
- 6.6 Headings. All headings in this agreement are for convenience only and shall not affect the meaning of any provision hereof.
- 6.7 Terms Binding Upon Successor. All the terms, covenants, and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assignees of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment set forth above.

- 6.8 Assignment. Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party.
- 6.9 Non-Appropriation. IDPR is a government entity and it is understood and agreed that IDPR's ability to perform its obligations under this Agreement may be dependent upon the appropriation of adequate funds by the Idaho State Legislature, which is under no legal obligation to make appropriations to fulfill this Agreement. This Contract shall in no way or manner be construed so as to bind or obligate IDPR or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time, and IDPR reserves the right, upon ten (10) days notice to (Sponsor Name), to terminate this Agreement in whole or in part if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available.
- 6.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set forth their hands hereunder as of the dates and years indicated below.

(Sponsor Name)

Idaho Department of Parks and Recreation

by:

by: David Langhorst, Director

Dated: _____, _____

Dated: _____, 2015



Idaho Department of Parks and Recreation

Sponsorship Solicitation Guidelines

The following are guidelines provided by the Idaho Attorney General's Office for the use of private and/or corporate sponsorship by IDPR. Please note these guidelines are specific to Idaho and are the result of Idaho court's interpretation of the public purpose doctrine.

- Any activities engaged in by IDPR must have a public purpose.
- Any use of IDPR property must have a public purpose. IDPR property can be used by private enterprises only upon payment of fair market compensation.
- Any contractual arrangement with a private business must be for a public purpose.
- IDPR cannot enter into a contract whose primary purpose is to promote one particular private business to the detriment of competing businesses.
- IDPR cannot expend state funds or use state property or resources to provide favored status or preferential treatment to a particular business. Note: This principle would bar IDPR endorsement of a particular company or product, since the good-will of IDPR, and the name and logo of IDPR, are intangible state property.
- IDPR cannot assume any financial liability on behalf of, or for the benefit of, a private business.
- IDPR cannot in any manner become interested in a private enterprise, either through a business partnership or part ownership in a private business enterprise. Note: This principle does not prohibit private businesses from partnering with IDPR to achieve public purposes.
- If an activity engaged in by IDPR primarily furthers a broad public purpose, it is immaterial if private ends are also advanced. In other words, there is no violation of the public purpose doctrine if the private business enjoys incidental benefits from its association with the state, so long as the primary purpose of the arrangement is to achieve public purposes.
- There is no prohibition on private business volunteering to provide donations or financial assistance to the agency to achieve public purposes.
- IDPR may publicly acknowledge such donations or sponsorships.

